City of Lafayette Staff Report

For:	City Council
By:	Niroop K. Srivatsa
Date Written:	February 2, 2009
Meeting Date:	February 9, 2009
Subject:	Amendment to the terms of an easement for public pedestrian use of a sidewalk along Mt. Diablo Blvd. for the Lafayette Mercantile project located at 3595-3599 Mt. Diablo Blvd. APN: 243-120-016

Background

To accommodate the on-street diagonal parking spaces on Mt. Diablo Blvd., the public sidewalk along the boulevard in front of Lafayette Mercantile was installed within the subject development. In November 2007, the City Council accepted the easement for the public use of the sidewalk and authorized its recordation. To protect the improvements within the sidewalk, the property owner, Cortese Investments, has asked that the document be modified to add the following sentence:

"Non-motorized vehicles shall not be allowed on any stairs, railings, ramps, planters, furniture, trash receptacles, bollards, and light fixtures that may be located within the easement."

Staff does not object to this amendment and recommends approval of the revised easement deed (attached).

Recommendation

Authorize certificate of acceptance and recordation of the revised public use sidewalk easement deed.

Attachment

Revised public use sidewalk easement deed

11C

DO NOT PLACE RECORDING DATA ABOVE THIS LINE

RECORDING REQUESTED BY City of Lafayette **WHEN RECORDED RETURN TO** City Clerk City of Lafayette 3675 Mt. Diablo Blvd., #210 Lafayette, CA 94523	

PUBLIC USE SIDEWALK EASEMENT DEED

APN _____

Documentary Transfer Tax $__-0-__; No Apparent Value or Common Area

"No Fee Required" (Government Code Section 6103 & 27383)
recorded for the benefit of: The City of Lafayette

_____
City of Lafayette, by (signature required above this line)

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For a valuable consideration, receipt of which is hereby acknowledged,

CORTESE PROPERTIES, LLC, a California limited liability company
(Name)

herein referred to as "GRANTOR", hereby GRANT(S) to the CITY OF LAFAYETTE, a California municipal corporation, an easement for public pedestrian use of a sidewalk, which shall include all non-motorized vehicles, including all rights of ingress and egress and the right to repair, maintain, renew and replace sidewalk improvements, and appurtenances incidental thereto. Non-motorized vehicles shall not be allowed on any stairs, railings, ramps, planters, furniture, trash receptacles, bollards, and light fixtures that may be located within the easement.

The real property for the public use sidewalk easement herein granted is fully described in Exhibit "A" attached hereto and made a part hereof by reference.

Grantor is responsible for the repair and maintenance of the sidewalk at its sole cost and expense. Grantor shall keep the sidewalk area described in Exhibit "A" in a safe condition. If the Grantor makes an alteration to the sidewalk, Grantor must use ordinary care in making the alteration and in keeping the altered portion of the sidewalk in a reasonably safe condition.

The term of this easement is perpetual, provided that if the present improvements on the adjoining land of Grantor are removed or reconfigured pursuant to a site plan approved by Grantee which includes the

removal of diagonal parking along the frontage of Mt. Diablo Boulevard, then the sidewalk may be relocated to the public right-of-way and thereupon the Grantor and Grantee shall execute a termination of this easement and Grantor shall rebuild the sidewalk and associated improvements, such as the street lights, landscaping, and furniture into the public right-of-way in generally the same condition and configuration as the approved plans for Grantor's applications GP 01-4 and RZ 01-04.

IN WITNESS WHEREOF, this Public Use Sidewalk Easement Deed is executed by the undersigned this _____ day of _____, 20____.

Signature(s) must be acknowledged by a Notary Public.

CORTESE PROPERTIES, LLC.

By: _____
Stephen A. Cortese, Managing Member

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, a Notary Public in and for said County and State, personally _____ _____ appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

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City of Lafayette

WHEN RECORDED RETURN TO

City Clerk
City of Lafayette
3675 Mt. Diablo Blvd., #210
Lafayette, CA 94523

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The real property for the public use sidewalk easement herein granted is fully described in Exhibit "A" attached hereto and made a part hereof by reference.

Grantor is responsible for the repair and maintenance of the sidewalk at its sole cost and expense. Grantor shall keep the sidewalk area described in Exhibit "A" in a safe condition. If the Grantor makes an alteration to the sidewalk, Grantor must use ordinary care in making the alteration and in keeping the altered portion of the sidewalk in a reasonably safe condition.

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WITNESS my hand and official seal

Signature _____

Job No. 03293
October 31, 2008

EXHIBIT 'A'

SIDEWALK EASEMENT
APN 243-120-016

All that certain real property situated in the City of Lafayette, County of Contra Costa, State of California, described as follows:

Being a portion of that parcel of land described in the Deed to Cortese Properties LLC, a California Limited Liability Company, recorded April 2, 2004 in Series #2004-0113718, Contra Costa County Records, further described as follows:

COMMENCING at the centerline intersection of Mt. Diablo Boulevard and Dewing Avenue as shown on the Map filed for record in Book 186 of Maps at Page 1; thence leaving side point of commencement, along the centerline of Mt. Diablo Boulevard, North 80°23'30" East, 42.17 feet; thence leaving said centerline at right angles, South 9°36'30" East, 50.00 feet to the True Point of Beginning of the herein described easement; said True Point of Beginning also lies on the southerly right-of-way line of Mt. Diablo Boulevard; thence leaving said True Point of Beginning along said right-of-way line of Mt. Diablo Boulevard, along a curve to the left, from a tangent bearing South 80°23'30" West, having a radius of 20.00 feet, through a central angle of 64°50'58" for an arc length of 22.64 feet; thence leaving said right-of-way line North 80°23'30" East, 277.63 feet to a point on the westerly right-of-way line of Lafayette Circle; thence along last said right-of-way line North 12°01'30" West, 1.92 feet; thence along a tangent curve to the left, having a radius of 10.00 feet, through a central angle of 87°35'00" for an arc length of 15.29 feet to a point on said southerly right-of-way line of Mt. Diablo Boulevard; thence along said southerly right-of-way line, South 80°23'30" West, 249.45 feet to said True Point of Beginning.

Containing 3,111 square feet of land more or less.

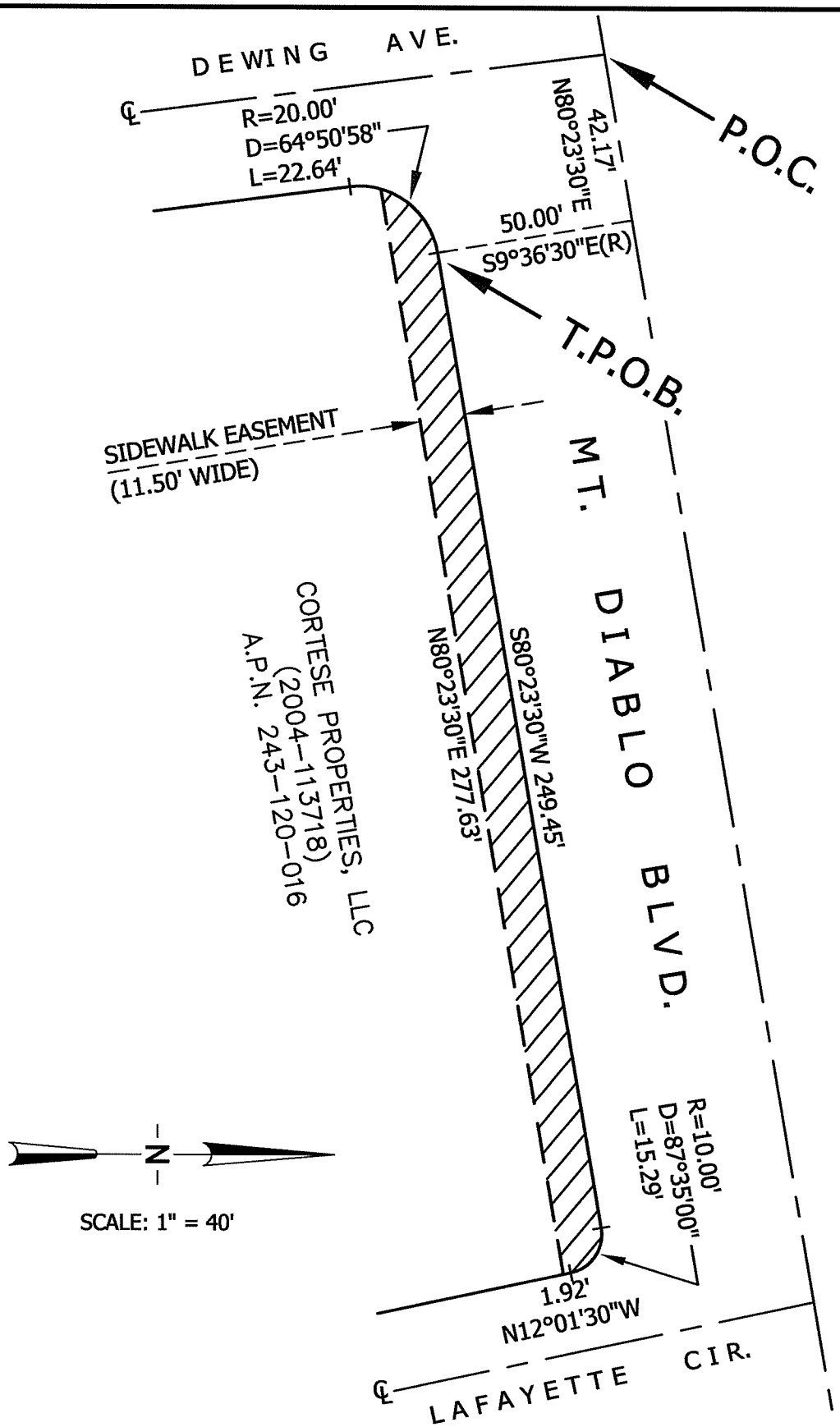

EXHIBIT "B" PLAT TO ACCOMPANY LEGAL DESCRIPTION SIDEWALK EASEMENT	DeBolt Civil Engineering 811 San Ramon Valley Boulevard Danville, California 94526 925/837-3780	Date: 10/30/2008 Scale: 1" = 40' By: JED/adv Job No.: 03293